



Eddie Edwards
Chief
(603) 271-3521

State of New Hampshire
Liquor Commission

10 Commercial Street
P.O. Box 1795
Concord, NH 03302-1795

Bureau of Enforcement

Anthony C. Maiola
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Commissioner
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Commissioner
(603) 271-3131

September 2, 2003

TO ALL BEVERAGE VENDORS

Each Beverage Vendor & Beverage Vendor Importer shall report EACH MONTH receipt of payments made by New Hampshire Beverage Wholesalers by check date, check number, check amount and the invoice number, invoice date and invoice amount.

If the amount paid is not the correct amount owed, and/or payable, the difference shall be explained in writing on the form used to remit this information.

This payment information is to be reported on a form of your design that will clearly and accurately report this information each month along with forms 258 and 334 filed with the State Liquor Commission not later than the 10th day of the month following that for which the reports are being submitted.

A copy of RSA 179:13 Limited Credits is included in the information packet.

Very truly yours,

STATE LIQUOR COMMISSION

By its Chief of Enforcement

Eddie Edwards, Chief
Bureau of Enforcement & Licensing

Alan W. Pinkham
Liquor Commission Examiner
Tel. No. (603) 271-2039

AWP
revised:1/28/00

**STATE LIQUOR COMMISSION
STATE OF NEW HAMPSHIRE
PO BOX 1795
CONCORD, NH 03302-1795
271-3521
REQUEST FOR APPLICATION FOR LICENSE**

CONTROL NO. _____

DISTRICT (LIC SPEC) _____

TERRITORY # _____

LICENSE TYPE (beer, wine, liq, lounge) _____

SPI DATE _____

TYPE OF APPLICATION BEVERAGE VENDOR

**NON REFUNDABLE PROCESSING FEE TO BE MAILED WITH THIS REQUEST:
\$100 FOR REQUEST FOR APPLICATION**

CORP/LLC NAME _____ **DATE OF INCORP/LLC. M/D/Y** _____

APPLICANT NAME _____
LAST FIRST DATE OF BIRTH

HOME ADDRESS _____
NO. STREET

CITY STATE & ZIP

TRADE NAME _____

LOCATION FOR LICENSE _____
NO. STREET

CITY COUNTY STATE & ZIP

MAILING ADDRESS _____
NO. & STREET

CITY STATE & ZIP

IS THIS A SINGLE PROP? _____ PARTNERSHIP? _____ CORPORATION? _____ LLC? _____

IF CORP., WHAT STATE CHARTERED IN? _____

APPLICANT: 1. OWNS _____ 2. LEASES _____ 3. RENTS _____ PREMISES.

HAS APPLICANT PREVIOUSLY OWNED/HAD INTEREST IN ANY LIQUOR LICENSE _____ **WHEN** _____

IF YES :GIVE LICENSE NO. _____ **AND NAME** _____

PHONE NUMBER YOU MAY BE REACHED AT _____

E-MAIL ADDRESS: _____

MUST BE COMPLETED IN FULL AND RETURNED WITH REQUEST FOR APPLICATION

Name: Mr./Mrs. Title(Pres,Mbr etc..)

Address: State Zip

Home Phone Social Security #/Alien Reg. # M F
Sex Race DOB POB

Drivers Lic # Hgt. Wght. Eye Hair

Mothers Name Maiden name:

Fathers Name

Name: Mr./Mrs. Title(Pres,Mbr etc..)

Address: State Zip

Home Phone Social Security #/Alien Reg. # M F
Sex Race DOB POB

Drivers Lic # Hgt. Wght. Eye Hair

Mothers Name Maiden name:

Fathers Name

Name: Mr./Mrs. Title(Pres,Mbr etc..)

Address: State Zip

Home Phone Social Security #/Alien Reg. # M F
Sex Race DOB POB

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BEVERAGE VENDOR LICENSE INFORMATION

I. The holder of a Beverage Vendor License may sell beverages to New Hampshire Wholesale Distributor Licensees.

II. Definitions:

A. "Beer" means beer, specialty beer as defined by RSA 175:1, LXIV-a, lager beer, ale, porter, and similar fermented malt beverages.

B. "Beverage" means any beer, wine, similar fermented malt or vinous fruit juices and any other liquid intended for human consumption as a beverage having an alcoholic content of not less than $\frac{1}{2}$ of one percent by volume and not more than 6 percent alcohol by volume at 60 degrees Fahrenheit and specialty beer as defined in RSA 175:1, LXIV-a.

C. "Specialty beer" means any beer as defined by RSA 175:1, VII intended for human consumption as a beverage, having an alcohol content greater than 6 percent but not more than 12 percent by volume at 60 degrees Fahrenheit.

III. Fees: All license types listed below are subject to a one time nonrefundable processing fee of \$100.

A. Unlimited Sales:

Beverage Vendor - \$1920

B. Limited Sales (Sales less than 200 barrels per licensing period)

Beverage Vendor - \$720

The Above fees are based upon a 12 month period. The first year of licensing could be for a prorated period based on the licensing period.

In order to expedite the processing of your application for a New Hampshire Beverage Vendor License, it is necessary that you provide the State Liquor Commission with certain information before your license can be issued.

1. It will be necessary that you provide the Commission with a notarized chemical analysis report for each product that you intend to market in New Hampshire. This report should state the % of alcohol by volume at 60 degree Fahrenheit" (Ref. N.H. Law Chapter 175:1 Part VIII and LIV-a).

2. Label approval must be obtained for each product you are expecting to sell in New Hampshire. A copy of the label should be sent

to the Commission along with a copy of the label approval by the appropriate federal agency (TTB, formerly BATF).

3. It shall be unlawful for a Wholesale Distributor to sell any brand of beverage in this state except in the territory described in a distribution agreement authorizing sale by the Wholesale Distributor of that brand or label. Within that territory the Wholesale Distributor shall service all retailer licensees without discrimination. The distribution agreement shall be in writing and shall specify the brand or label it covers. When a Beverage Manufacturer or Beverage Vendor sells several brands, the agreement need not apply to all brands sold by the Beverage Manufacturer or Beverage Vendor and may apply only to one brand. No distribution agreement shall allow the distribution of a brand or label by more than one Wholesaler Distributor for any part of the designated territory. (Ref. 180:9 Exclusive Wholesale Distributor Territorial Agreements).

4. A copy of each distribution agreement and any amendment to it shall be filed with the commission by the Beverage Manufacturer or Beverage Vendor and Wholesale Distributor, promptly following January 1, 1982 for any distribution agreement in effect on that date, or promptly following its execution for an agreement, renewal or amendment made after that date. (Ref. 180:10 Filing).

5. Container Sizes.

I. Holders of Beverage Manufacturer and Beverage Vendor Licenses shall use bottles or cans, and cases or containers for the sale of beer in the state which shall be specifically authorized by the commission.

II. Holders of Beverage Manufacturer and Beverage Vendor Licenses shall have their packaging or containers specifically approved by the commission and shall be fined \$250.00 for each packaging or container violation. (Ref. 179:33, Sizes of Beer Containers; Promotions; Notification).

6. Reports Required.

IV. The holder of a Beverage Manufacturer or Beverage Vendor License shall furnish to the commission, on or before the tenth day of each month, a report under oath, on a form prescribed by the commission showing the quantity of beverages sold or delivered to each Wholesale Distributor Licensee during the preceding calendar month. A license may be revoked for failure to submit such a report. (Ref. 178:14, II).

Forms 258 & 334 are provided by the commission for reporting purposes. Both forms must be submitted monthly whether or not there is any activity.

7. Payments received by a Beverage Manufacturer or Beverage Vendor from a Wholesale Distributor are to be reported along with forms #258

and #334 each month on a form of your design. The payment information should note for each Wholesale Distributor the following:

<u>INVOICE</u>			<u>CHECK</u>		Date Received
Number	Date	Amount	Amount	Number	

Refer to State Liquor Commission letter dated January 28, 2000. A copy is attached. All information requested must be provided.

8. New Hampshire Law requires the holder of a Beverage Manufacturer, Beverage Vendor, or Wholesale Distributors License to report any Beverage Wholesaler who is delinquent in making payments of account within 30 days from the date of delivery of beverages on the premises of the Wholesale Distributor. This report may be made by telephone and confirmed in writing using your letterhead. It must show the name of the delinquent Wholesale Distributor and the invoice number, invoice date, and the amount that is delinquent. Notification that payment has been received should be made in the same manner by listing the invoice number, date and amount; in addition check amount, check number, check date, as well as the date late payment was received. No delivery of beverages can be made by any Beverage Manufacturer or Beverage Vendor to a Wholesale Distributor that is delinquent. Delivery of beverages can be resumed only after the payment of the delinquent amount has been received. Reporting the payment of the delinquent amount does not satisfy the reporting of all payments required by number 7 above.

See RSA 179:13 Limited Credits



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September 2, 2003

To ALL NEW HAMPSHIRE BEVERAGE WHOLESALERS
AND
BEVERAGE VENDORS

Effective immediately please address all reports such as Beverage Wholesaler Monthly Reports, Beverage Vendor & Beverage Vendor Importer Monthly Reports: 258 & 334, etc. to the Attention of the:

**BUREAU OF ENFORCEMENT
AUDIT SECTION**

Address all other correspondence to the attention of an individual c/o the ENFORCEMENT DIVISION, AUDIT SECTION.

Respectfully yours,

Alan W. Pinkham
Liquor Commission Examiner

AWP

§ 175:1 Definitions. – In this title:

VII. "Beer" means beer, specialty beer as defined by RSA 175:1, LXIV-a, lager beer, ale, porter and similar fermented malt beverages.

VIII. "Beverage" means any beer, wine, similar fermented malt or vinous liquors and fruit juices and any other liquid intended for human consumption as a beverage having an alcoholic content of not less than 1/2 of one percent by volume and not more than 6 percent alcohol by volume at 60 degrees Fahrenheit and specialty beer as defined in RSA 175:1, LXIV-a.

IX. "Beverage representative" means one who offers for sale or solicits orders for the sale of any beverage. A beverage representative shall be employed by the holder of a beverage vendor, , wholesale distributor, or beverage manufacturer license.

X. "Beverage vendor" means an individual, partnership, limited liability company, or corporation, including any subsidiaries thereof, which sells beverages manufactured in the United States to wholesale distributors.

LXIV-a. "Specialty beer" means any beer as defined in RSA 175:1, VII intended for human consumption as a beverage, having an alcohol content greater than 6 percent but not more than 12 percent by volume at 60 degrees Fahrenheit.

LXVI. "Wholesale distributor" means a person licensed by the commission to engage in the purchase of beverages only from the holders of wholesale distributor licenses, beverage manufacturer licenses, beverage vendor licenses licenses. Wholesale distributors may resell, to other licensees, beverages in their original containers, as prepared for the market by the manufacturer, but not for consumption, except for tasting on the premises of the wholesaler.

§ 175:6 Transportation of Liquor. –

I. No person shall transport liquor in this state in a greater quantity than 3 quarts, unless said liquor was purchased from a state store, from a direct shipper, from a holder of a combination or retail wine license in accordance with RSA 178:18 and RSA 178:19, or from a winery holding a limited winery special sales license in accordance with RSA 178:6. Provided, however, that the commission in its discretion may grant to an individual, upon application, a license to transport for a specific journey liquor not purchased at a state store for the person's own personal use, in a quantity not to exceed 3 gallons. Quantities exceeding 3 gallons may be transferred with a license issued by the commission providing a fee of 25 percent of the entire value of the product is paid to the commission. It shall be lawful for common carriers to transport liquor to state stores, to state warehouses, to licensees under this title, to purchasers of liquor at state stores, and from manufacturers to state warehouses, state stores, and to the state line for transportation outside the state; for licensees under this title to transport liquor from state stores to their place of business; and for manufacturers to transport within the state to state warehouses and state stores and to the state line for transportation outside the state.

II. Upon written authorization from the commission it shall be lawful for any out-of-state wholesaler of liquor or any licensed liquor vendor, table wine vendor, liquor manufacturer or domestic wine manufacturer to pick up from, transport, and deliver liquor or table wines, as applicable, to any commission warehouse, to any other licensed warehouse, to the state line, or to their place of business.

III. Notwithstanding any other law to the contrary, with written authorization from the commission, a liquor and wine representative or such representative's liquor and wine salesperson may pick up liquor or table wines that were ordered by a retail licensee from the commission and transport and deliver that order to the retailer's place of business from in-state warehouses.

178:12 Beverage Manufacturer License.

I. Beverage manufacturer licenses shall authorize the licensee to manufacture beverages within the state and to sell the beverages manufactured to wholesale distributors.

II. The holder of a beverage manufacturer license may be issued one on-premises license for the manufacturer's premises, providing all requirements of the license are fulfilled. The annual fee for each license issued under this section shall be as required under RSA 178:29.

III. The holder of a beverage manufacturer license may operate a hospitality room on the premises in which the licensee may make available to visitors of legal drinking age for on-premises consumption free of charge samples of beverages manufactured on the premises. The hospitality room shall require commission approval in respect to its location, service facilities, and seating arrangements.

IV.(a) The holder of a beverage manufacturer license may sell beverages manufactured on its premises to:

(1) The licensee's employees who are of legal drinking age at such discounts as are customary in the business;

(2) The general public for off-premises consumption in quantities not to exceed a single 15.5 gallon keg or the equivalent of one case of 12 ounce containers per person per day; or

(b) A holder of a beverage manufacturer license who manufactures 15,000 barrels or less during its licensing period may elect to distribute its beverages directly to retail licensees and/or to distribute its beverages pursuant to RSA 180, provided that total in-state direct retail sales do not exceed 5,000 barrels.

V. Beverage manufacturers shall pay a fee as required by RSA 178:26 for each gallon of beverage sold or provided under paragraphs III and IV.

VI. The holder of a beverage manufacturer license may sell beverages manufactured on its premises to New Hampshire wholesalers, subject to the conditions of RSA 180.

VII. Beverage manufacturers may hire representatives to promote their products, who shall carry a copy of the beverage manufacturer's license and a letter authorizing them to conduct business for the manufacturer on their person at all times when conducting the beverage manufacturer's business.

VIII. Each beverage manufacturer shall have the right to transport the beverage it manufactures in barrels, kegs, bottles, or other closed containers within the state for sale to licensees and to the state border for transportation and sale outside the state.

178:14 Carrier Licenses.

I. A carrier license shall authorize the licensee to transport and deliver beverage and liquor within this state and to pick up from the holder of a rectifier license or a beverage, liquor, or wine manufacturer license for delivery outside the state.

II. A copy of the carrier license shall be carried in each vehicle used to transport beverage or liquor.

178:15 Beverage Vendor.

I. The holder of a beverage vendor license may sell beverages to New Hampshire wholesale distributor licensees.

II. The holder of a beverage vendor license shall furnish to the commission, on or before the tenth day of each month, a report under oath, on a form prescribed by the commission showing the quantity of beverages sold or delivered to each wholesale distributor licensee during the preceding calendar month. A license may be revoked for failure to submit such a report.

III. Representatives of beverage vendors shall carry a copy of the beverage vendor license and a letter authorizing them to conduct business for the vendor on their person at all times when conducting the beverage vendor's business.

IV. Beverage vendors shall be exclusive New Hampshire agents for any manufacturer whose product is sold in this state by the vendor.

178:16 Wholesale Distributor License.

I. Wholesale distributor licenses shall authorize the licensees to sell beverages in barrels, bottles, or other closed containers to licensees for resale or to the general public. The holder of a wholesale distributor license shall maintain a regular place of business in this state.

II. Each wholesale distributor holding a license under this section shall annually give to the state of New Hampshire a bond with sureties satisfactory to the commission in such penal sum as may be determined by the commission, conditioned upon the payment of the fees required under the provisions of this chapter. The amounts due under said bond shall be recoverable in an action of debt to be brought by the attorney general upon complaint of the commission. The commission may waive the giving of such bond if satisfactory reports and payments are made which precede the statutory requirements.

III. The holder of a wholesale distributor license may hold one on-premises license with respect to the premises designated in such wholesale distributor license.

IV. Representatives of wholesale distributors shall carry a copy of the wholesaler distributor license on their persons at all times when conducting the wholesaler's business.

V. No person shall have through stock ownership, interlocking directors, or otherwise, an interest or control, either direct or indirect, in the business of the holder of a wholesale distributor license, unless he or she has been a resident of the state for at least 3 consecutive years immediately prior thereto. The provisions of this section shall not apply to the renewal of wholesale permits which were in existence on March 15, 1957, nor shall it be deemed to refer to persons who acquired their interest as heirs-at-law or spouse of the deceased, by the law of intestate succession, or, in the case of a will, those who acquired their interest under a will, provided that such legatees are also heirs-at-law or spouse of the deceased.

179:11 Holders of Beverage Manufacturer, Wholesale Distributor, Beverage Vendor, and Other Licenses; Prohibited Interests.

I. No holder of a beverage manufacturer license, brew pub license, wholesale distributor license, *or* beverage vendor license shall sell, cause to be sold, rent, lend or cause to be loaned, or give to any *on-premises or off-premises* licensee or to the owner of the premises on which the business of any *on-premises or off-premises* licensee is to be conducted any money, equipment, furniture, fixtures, or property with which the business of any *on-premises or off-premises* licensee is to be conducted, nor shall any *on-premises or off-premises* licensee purchase, cause to be purchased, rent, borrow, solicit, or accept from any holder of a beverage manufacturer license, brew pub license, wholesale distributor license, *or* beverage vendor license any money, equipment, furniture, fixtures, or property with which the business of the *on-premises or off-premises licensee* is to be conducted, nor shall any holder of a beverage manufacturer license, brew pub license, wholesale distributor license, *or* beverage vendor license install or service equipment, furniture, fixtures, or property of any *on-premises or off-premises* licensee, except as may be designated by the commission.

II. There shall be no restriction on the number of *off-premises* licenses held by any person. No holder of a beverage manufacturer license, brew pub license, wholesale distributor license, *or* beverage vendor license shall in any way contribute or pay any money or anything in lieu thereof to *on-premises or off-premises* licensee, or the licensee's agent or employees, or to any group, association, or organization thereof, including, but not limited to, payment for the placement, display, or sale of any beverage. Nothing in this section shall prohibit any licensee from being a member of a club holding a permit or license under this title, nor prohibit the sale or purchase, for resale, of merchandise or beverages for the conduct of the business of any *on-premises or off-premises* licensee. Nothing in this section shall prohibit a holder of a beverage manufacturer license, brew pub license, wholesale distributor license, *or* beverage vendor license from bringing such holder's own product from the storeroom of *an on-premises or off-premises* licensee to a warm shelf, display, refrigerated retail space, or refrigerated storage. Nothing in this section shall prohibit the holder of a beverage manufacturers license, wholesale distributors license, brew pub license, *or* beverage vendors license from rotating, reorganizing, cleaning, and resetting such holder's own product once the product is on *an on-premises or off-premises* licensee's warm shelf, or in *an on-premises or off-premises* licensee's refrigerated retail space, or refrigerated storage.

III. No holder of *an on-premises or off-premises* license shall knowingly employ in any capacity any person who is the holder of any license provided under this title, except that the holder of an *on-premises* license may employ the holder of an *off-premises* license in an entertainment capacity.

IV. Except as provided in paragraphs IV-a and IV-b, no holder of a beverage manufacturer license, brew pub license, **or** beverage vendor license and no member of a limited liability company, officer, director, employee, or agent of a beverage manufacturer licensee, brew pub licensee, **or** beverage vendor licensee shall have an interest, either direct or indirect, in the business of the holder of a wholesale distributor **on-premises or off-premises** license.

IV-a. Notwithstanding RSA 179:11, IV or any other provision of this chapter, a beverage manufacturer[?] **or** beverage vendor may participate in a limited partnership as defined in RSA 304-B with a wholesale distributor in which the beverage manufacturer **or** beverage vendor is a limited partner and the wholesale distributor is a general partner. The duration of any such limited partnership arrangement shall not exceed 10 years.

IV-b. This section shall not prohibit a beverage manufacturer **or** beverage vendor from extending financing to a wholesale distributor. In the event of a default by the wholesale distributor, the beverage manufacturer **or** beverage vendor shall not control or operate the wholesale distributor for more than 180 days.

IV-c. Any financial agreement allowed under paragraph IV-a or IV-b shall be submitted to the commission for approval and shall comply with all applicable statutes and administrative rules of the commission.

IV-d. No holder of a beverage manufacturer license **or** beverage vendor license who enters into a limited partnership or lender/debtor relationship with a wholesale distributor shall have any managerial control over the day-to-day operations of such wholesale distributorship.

V. Except as provided under RSA **178:12**, II or RSA **178:16, III**, no holder of a wholesale distributor license and no officer, director, stockholder, member of a limited liability company, employee, or agent of the holder of a wholesale distributor license shall through interlocking stock ownership, interlocking directors, or otherwise, have an interest, either direct or indirect, in the business of the holder of an **on-premises** license. Nothing in this paragraph shall be construed to apply to normal credit relations between licensees.

VI. The provisions of paragraphs IV through V shall also apply to liquor and wine manufacturers, liquor and wine vendors, **and** liquor and wine representatives.

§ 179:13 Limited Credits. –

I. Each holder of a wholesale distributor or beverage manufacturer license shall report to the commission the name and license number of any on-sale or off-sale licensee who is delinquent in making payment of accounts over a total of \$100 within 10 days, including Sundays and holidays, from the date of delivery of beverages on the premises of such on-sale or off-sale licensee or on the premises of a liquor/wine/beverage warehouse storing the beverages for an on-sale or off-sale licensee. Each holder of a wholesale distributor license, brew pub license, beverage manufacturer license, beverage vendor license, license shall report to the commission the name and license number of any holder of a wholesale distributor license who is delinquent in making payments of accounts within 30 days from the date of delivery of beverages on the premises of such holder of a wholesale distributor license. Such report to the commission shall include the amounts purchased and the dates when payments were due and shall be forwarded to the commission within 5 days after said accounts become delinquent, unless the fifth day of such period is a Sunday or holiday in which case the report shall be forwarded the day following such Sunday or holiday.

II. Each holder of a beverage manufacturer license, a beverage vendor license, brew pub license, or wholesale distributor license shall immediately notify the commission of the receipt of the payment of any account which has been reported to the commission as delinquent. Post-dated checks beyond the 5-day reporting period shall not constitute payments of accounts for the purchases of beverages. Checks given in payment for beverages which are returned for nonpayment after the 5-day reporting period shall immediately constitute a delinquency and shall, upon return, be reported to the commission. Payments collected by beverage representatives or agents shall be reported as delinquent unless actually received at the place of business of the holder of the beverage manufacturer license, beverage vendor license, brew pub license, or wholesale distributor license on or before the fifth day of the reporting period. Payment of licensees' accounts by a holder of a beverage representative license when not actually collected from the licensee shall constitute a delinquency. When collections are made by a beverage representative or agent, the sales slips or invoices shall be clearly marked with the name of the person making the collection and the date of such collection.

III. The commission shall inform holders of beverage manufacturer licenses, beverage vendor licenses, brew pub licenses, and wholesale distributor licenses of the names of licensees who are delinquent in making payments of a total amount of \$100 or more under the provisions of this section and no holder of a beverage manufacturer license,

beverage vendor license, brew pub license, wholesale distributor license or beverage representative license shall knowingly make any delivery of beverages to any licensee whose payments for purchases of beverages are reported as delinquent under this section. The commission may withhold names of delinquent licensees under circumstances in which there is a dispute over payments, an agreement to liquidate which has been approved by the commission, or other reason which the commission may deem proper.

IV. The commission may impose a fine of not less than \$100 nor more than \$500 for a violation of this section. Determinations of a failure to comply with this section shall be made by the commission.

V. Each wholesale distributor, brew pub licensee, or beverage manufacturer shall notify any retailer reported to the commission pursuant to RSA 179:13, I who is delinquent in making payment of accounts. Notification shall be delivered in writing to the licensee by a representative of the wholesaler or beverage manufacturer. Proof of notification shall be forwarded to the commission, whose enforcement division shall issue an administrative notice for a violation of the provisions of RSA 179:13, I and shall forward a report of violation for administrative action. Any license issued to any business violating the provisions of RSA 179:13, I may be suspended by the commission for nonpayment of accounts which are delinquent more than 15 days from the date of the wholesale distributor's, brew pub licensee's, or beverage manufacturer's notification, providing the requirements of this section have been met.

§ 179:14 Reports. – Each beverage manufacturer licensee, beverage vendor licensee, and wholesale distributor of beverages within the state shall, on or before the tenth day of each month, furnish to the commission, on a form prescribed, a statement under penalty of perjury showing the quantity of beverages sold for resale and the quantity of beverages sold under an off-sale license during the preceding calendar month, within the state.

§ 179:33 Sizes of Beer Containers; Promotions; Notification. –

I. Holders of beverage vendor or beverage manufacturer licenses shall use bottles or cans, and cases or containers for the sale of beer in the state which shall be specifically authorized by the commission.

II. Holders of beverage vendor or beverage manufacturer licenses shall have their packaging or containers specifically approved by the commission and shall be fined \$250 for each packaging or container violation.

III. All details of transactions between wholesale distributors and retailers shall be reflected on pertinent invoices. Promotions shall be clearly identified by both brands and sizes and cash discounts shall be shown as credit and itemized as such. All items noted on delivery slips shall also be noted on wholesale distributor's account receivable ledger records.

IV. All wholesale distributors shall make their current prices available to the commission in writing by brand package. Prices shall remain in effect until such time as they are changed in writing by the wholesale distributor to the commission. Price changes shall be in the commission offices no later than 5 working days prior to any change of prices.

§ 180:1 Definitions. – In this chapter:

I. "Beverage distributors agreement" means a commercial relationship, not necessarily in writing, of definite or indefinite duration, between a beverage manufacturer license holder, brew pub, or beverage vendor and a wholesale distributor, pursuant to which the wholesale distributor has been authorized to distribute one or more of the brewer's brands of beverages. A beverage distributors agreement shall not be considered to be a franchise relationship. The performance or accomplishment of any of the following acts shall constitute prima facie evidence of an agreement:

(a) The shipment or preparation for shipment of fermented malt beverages by any beverage manufacturer or beverage vendor or its agents to a wholesale distributor within this state;

(b) The acceptance of any order for fermented malt beverages by any brew pub, beverage manufacturer, beverage vendor, or its agents to a wholesale distributor within this state; or

(c) The payment by a wholesale distributor and the acceptance of payment by any beverage manufacturer, brew pub, beverage vendor, or its agent or the shipment of an order for beverages intended for sale within this state.

II. "Beverage sales territory" means the area of primary sales responsibility expressly or impliedly designated by any agreement between a wholesale distributor and a brew pub, beverage manufacturer, or beverage vendor for the brand or label of a beverage manufacturer or brew pub.

III. "Good cause" means the failure by any party to an agreement, without reasonable excuse or justification, to comply substantially with an essential and reasonable requirement imposed by either party.

IV. "Goodwill," unless otherwise agreed, means earnings before taxes resulting from the wholesale distributor's sale of the beverage manufacturer's or beverage vendor's, 's brand or brands of beverages averaged over the wholesale distributor's last 3 fiscal years, or averaged over the wholesale distributor's recent fiscal years in which the wholesaler has had such earnings if fewer than 3 fiscal years.

V. "Wholesale distributor licensee" means any person offering beverages for sale or resale to retailers without regard to whether the business of the person is conducted under the terms of an agreement with a beverage manufacturer, brew pub, beverage vendor, .

§ 180:2 Acts Prohibited. – No beverage manufacturer license holder, brew pub or beverage vendor shall:

I. Induce, coerce, or attempt to induce or coerce, any wholesale distributor licensee to accept delivery of any beverage or any other commodity which has not been ordered by the wholesale distributor, provided that recommendation, endorsement, exposition, persuasion or argument shall not be deemed to constitute inducement or coercion prohibited under this paragraph.

II. Require a wholesale distributor to assent to any condition, stipulation or provision limiting the wholesale distributor's right to sell the product of any other beverage manufacturer, brew pub, or beverage vendor, anywhere in the state, provided that the acquisition of the product of another beverage manufacturer, brew pub, or beverage vendor in the reasonable judgment of the beverage manufacturer, brew pub, or beverage vendor, , would materially impair the quality of service or quantity of sales of the existing brand or label of the beverage manufacturer, brew pub, or beverage vendor, seeking to impose the condition, stipulation or provision.

III. After designating a sales territory for which any wholesale distributor shall be primarily responsible, enter into any agreement with any other wholesale distributor for the purpose of establishing an additional agreement for its brand or label in the same territory served by a wholesale distributor with that particular brand or label. No wholesale distributor granted a sales territory shall make any sale or delivery of a beverage to any on-sale or off-sale licensee whose place of business is not within the territory granted.

IV. Unreasonably require or prohibit any change in management or personnel of any wholesale distributor.

V. Unreasonably withhold consent to any assignment, transfer or sale of the wholesale distributor's business.

VI. Fix or maintain the price at which a wholesale distributor sells any product, whether by means of a term or condition of an agreement or otherwise.

VII. Induce, coerce, or attempt to induce or coerce, any wholesale distributor to do any illegal act or thing by threatening to amend, cancel, terminate or refuse to renew any agreement existing between a beverage manufacturer, brew pub, beverage vendor, and a wholesale distributor.

VIII. Take retaliatory action against a wholesale distributor who files or manifests an intention to file a complaint of alleged violation of state or federal law or regulation by the beverage manufacturer, brew pub, or beverage vendor with the appropriate state or federal regulatory authority. Retaliatory action shall include, but shall not be limited to, refusal without good cause to continue the agreement.

IX. Require any wholesale distributor to waive compliance with any provisions of this chapter. In all cases the rights of free association of both beverage manufacturers, brew pubs, beverage vendors s and wholesale distributors for any lawful purpose shall remain unrestricted and uninhibited.

§ 180:3 Cancellation. – Notwithstanding the terms, provisions or conditions of any agreement, no beverage manufacturer, brew pub, or beverage vendor, shall amend, cancel, terminate or refuse to continue or renew any agreement, or request a wholesale distributor to resign from an agreement, unless good cause can be established or proven for amendment, termination, cancellation, nonrenewal, noncontinuation or requesting a resignation. The

mere sale or purchase of a beverage manufacturer, brew pub, beverage vendor, shall not constitute good cause, but prima facie evidence of good cause may include:

I. Revocation of the wholesale distributor's license to do business in the state, or suspension of the wholesale distributor's license when such suspension adversely affects the wholesale distributor's ability to sell beverages.

II. Bankruptcy or insolvency of the wholesale distributor.

III. Assignment for the benefit of creditors or similar disposition of the assets of the wholesale distributor.

IV. Failure by the wholesale distributor to comply substantially, without reasonable excuse or justification, with any reasonable and material requirement imposed upon the wholesale distributor by the beverage manufacturer, brew pub, beverage vendor, .

§ 180:4 Notice of Intent to Terminate. – Prior to any termination procedure initiated by the beverage manufacturer, brew pub, beverage vendor , a wholesale distributor shall be informed in writing of any claimed deficiency existing in his sales territory and shall be given reasonable time to make requested corrections. After this reasonable time has elapsed, a beverage manufacturer, brew pub, beverage vendor, shall provide a wholesale distributor at least 90 days' prior written notice of any intent to amend, terminate, cancel or not renew any agreement. The notice shall state all the reasons for the intended amendment, termination, cancellation or nonrenewal. The notice provisions of this section shall not apply if the reason for the amendment, termination, cancellation or nonrenewal is:

I. The bankruptcy or insolvency of the wholesale distributor.

II. An assignment for the benefit of creditors or similar disposition of the assets of the business.

III. Revocation of the wholesale distributor's license, or suspension of the wholesale distributor's license when such suspension has an adverse impact upon the wholesale distributor's ability to sell beverages.

IV. Conviction or a plea of guilty or no contest to a charge of violating a law relating to the business that materially affects the wholesale distributor's ability to remain in business.

V. Willful breach of any material provision of a written agreement between a beverage manufacturer, brew pub, beverage vendor, and a wholesale distributor.

VI. Any attempted transfer of business assets of the wholesale distributor, voting stock of the wholesaler, voting stock of any parent corporation of the wholesale distributor, any change in the beneficial ownership or control of any entity other than a parent corporation owning or controlling voting stock of the wholesale distributor or any attempted or actual transfer or assignment of the beneficial interest of membership in a limited liability company, when the wholesale distributor has failed to give reasonable prior written notice to the beverage manufacturer, brew pub, beverage vendor of the proposed transfer.

VII. The wholesale distributor's failure to pay any account when due, upon demand for such payment in accordance with agreed payment terms.

§ 180:5 Compensation. –

I. Any beverage manufacturer, brew pub, or beverage vendor which amends, cancels, terminates, or refuses to continue or renew any agreement; requests a wholesale distributor to resign from an agreement, without good cause shown, as used in RSA 180:3; or unreasonably withholds consent to any assignment, transfer or sale of a wholesale distributor's business, shall pay the wholesale distributor reasonable compensation for the value of the wholesale distributor's business lost due to the terminated brand or label. The value of the wholesale distributor's business shall include inventory and other tangible assets and its good will, if any.

II. In the event that the beverage manufacturer, brew pub, or beverage vendor and the wholesale distributor are unable to agree on the reasonable compensation to be paid under paragraph I, the matter may, by agreement of the parties, be submitted to a neutral arbitrator to be selected by the parties; or, if having agreed to arbitration the parties cannot agree on an arbitrator, the arbitrator shall be selected in accordance with RSA 542:4. The costs of arbitration

shall be paid in equal shares by the wholesale distributor and the beverage manufacturer, brew pub, beverage vendor . In all other regards, arbitration proceedings shall be governed by RSA 542.

§ 180:6 Judicial Remedies. –

I. If the brewer or wholesale distributor fails to comply with this chapter, the affected party may maintain a civil action in a court of competent jurisdiction, provided, however, that to the extent the parties by agreement specify that disputes arising out of the brewer-wholesale distributor relationship shall be resolved by arbitration, such procedure shall be exclusive and may be compelled by either party upon proper application.

II. In any action brought pursuant to paragraph I the court may grant such relief as the court determines is necessary or appropriate considering the purposes of this chapter.

III. The prevailing party in any action under paragraph I shall be entitled to actual damages, including reasonable attorneys' fees and also including the value of the wholesale distributor's business, as specified in RSA 180:5, I.

§ 180:7 Settlement of Disputes. – Nothing in this chapter shall be construed to limit or prohibit voluntary good faith settlements of disputes entered into between the parties.

§ 180:8 Sale of Beverage Manufacturer, Brew Pub, Beverage Vendor, . – The purchaser of a beverage manufacturer, brew pub, or beverage vendor shall become obligated to all terms and conditions of the agreement in effect on the date of purchase unless subsequently terminated by the beverage manufacturer, brew pub, beverage vendor, for good cause. "Purchase" shall include, but not be limited to, the sale of stock, sale of assets, merger, lease, transfer or consolidation.

§ 180:9 Exclusive Wholesale Distributor Territorial Agreements. – It shall be unlawful for a wholesale distributor to sell any brand of beverage in this state except in the territory described in a distribution agreement authorizing sale by the wholesale distributor of that brand or label within a designated area, and within that designated area the wholesale distributor shall service all dealer and retailer licensees without discrimination. The distribution agreement shall be in writing and shall specify the brand or label it covers. When a beverage manufacturer or beverage vendor sells several brands, the agreement need not apply to all brands sold by the beverage manufacturer, beverage vendor and may apply only to one brand. No beverage manufacturer, brew pub, beverage vendor, or other supplier shall provide by the written distribution agreement for the distribution of a brand or label to more than one distributor for all or any part of the designated territory.

§ 180:10 Filing. – A copy of each distribution agreement and any amendment to it shall be filed with the commission by the beverage manufacturer, brew pub, or beverage vendor and wholesale distributor, promptly following January 1, 1982, for any distribution agreement in effect on that date, or promptly following its execution for an agreement, renewal or amendment made after that date.

§ 180:11 Quality Control Services. – Every beverage wholesale distributor shall service, for the purpose of quality control, all of the beverages it sells to its retailers. Each such wholesale distributor shall provide such additional quality control services and comply with such additional quality control standards as are from time to time specified in writing by the owner of the trademark of the brand or label of beverage, provided that such activities or standards are reasonable and are reasonably related to the maintenance of quality control. An exclusive territorial designation in any distribution agreement shall be changed only upon the written consent of the beverage manufacturer, beverage vendor, brew pub, , as applicable, and the wholesale distributor, and shall be filed pursuant to RSA 180:10, and the commission shall require each party to verify that the level of service within the designated territory shall not be affected by such change.

§ 180:12 Resale Price Maintenance Prohibited. – No provision of any distribution agreement shall directly or indirectly establish or maintain the resale price of any brand or label of beverage by the wholesale distributor.



Eddie Edwards
Chief
(603) 271-3521

State of New Hampshire
Liquor Commission

10 Commercial Street
P.O. Box 1795
Concord, NH 03302-1795

Bureau of Enforcement

Anthony C. Maiola
Chairman
(603) 271-3132

John W. Byrne
Commissioner
(603) 271-3133

Patricia T. Russell
Commissioner
(603) 271-3131

REGISTRATION WITH SECRETARY OF STATE

One of the requirements before you can be licensed by the Liquor Commission is compliance with the following statute:

R.S.A. 178:1 No person shall manufacture for sale or sell in any method or manner, directly or indirectly, or distribute by selling, transferring, giving or delivering to another, or leaving, bartering, or exchanging with another, or offering or agreeing to do the same, in any method or manner, directly or indirectly, or keep for sale any liquor or beverage without first registering to do business with the secretary of state and obtaining a license for such activity under the provisions of this title.

You should contact the Secretary of State's Office at (603) 271-3244 or online at <http://www.sos.nh.gov/corporate/corpleader.htm> for information on registering with that office.

NEW HAMPSHIRE WHOLESALE DISTRIBUTORS

280420	Amoskeag Beverages, Inc. PO Box 6540 Brookside West, Rte. 3A Hooksett, N.H.	622-9033 Manchester N.H. 03108
282420	Bayside Distributing Inc. PO Box 710 Rte. 125 Brentwood, N.H. Mark W. McCaddin, Pres.	679-2302 Epping, N.H. 03042
280920	Bellavance Beverage Co., Inc. PO Box 383 One Bud Way Nashua, N.H. Joseph A. Bellavance, Pres.	882-9722 Nashua, N.H. 03061
283120	Capitol Distributors, Inc. PO Box 1148 114 Hall St. Concord, N.H. James P. Shea, Pres.	224-3348 Concord, N.H. 03302-1148
281020	Clarke Distributors, Inc. PO Box 624 472 Winchester Street Keene, N.H. Jeffrey A. Clarke, Pres.	352-0344 Keene, N.H. 03431
282320	Great State Beverages, Inc. PO Box 5000 1000 Quality Drive Hooksett NH 03108 Robert A. Koslowski, Pres.	627-7677 Manchester, N.H.
280820	N.H. Distributors, Inc. PO Box 267 65 Regional Drive Concord, N.H. C. Thomas Brown, Pres.	224-9991 Concord, N.H. 03301
280620	Senecal Beverage, Inc. PO Box 1258 Victoria Court Keene, N.H. 03431 Richard H. Senecal, Pres.	357-2028 Keene, N.H.
283220	Senecal Beverage, Inc. 68 D.W. Highway 68 Daniel Webster Highway Merrimack, NH Merrimack, N.H. Richard H. Senecal, Pres.	883-5662 889-2749 030544815
282920	White Mountain Distributors PO Box 546 Jericho Road Berlin, N.H. Marc Lysitt - Gen. Manager.	752-2855 Berlin, N.H. 03570

Belknap	Grafton	Rockingham
Alton Alton Bay Barnstead Belmont Center Harbor Gilford Gilmanton Laconia Lochmere Meredith New Hampton Northfield Sanbornton Tilton Weirs Beach Winnisquam	Alexandria Ashland Bath Benton Bethlehem Bridgewater Bristol Campton Canaan Dorchester Easton Ellsworth Enfield Etna Franconia Grafton Groton Hanover Haverhill Hebron Holderness Landaff Lebanon Lincoln Lisbon Littleton Lyman Lyme Monroe Orange Orford Piermont Pike Plymouth Rumney Sugar Hill Thornton Warren Waterville Valley Wentworth West Lebanon Woodstock Woodsville	Atkinson Auburn Brentwood Candia Chester Danville Deerfield Derry East Kingston Epping Exeter Fremont Greenland Hampstead Hampton Hampton Falls Kensington Kingston Londonderry New Castle Newfields Newington Newmarket Newton North Hampton Northwood Nottingham Plaistow Portsmouth Raymond Rye Salem Sandown Seabrook Stratham Westville Windham
Carroll	Hillsborough	Strafford
Albany Bartlett Brookfield Center Conway Center Sandwich Chatham Chocorua Conway Eaton Effingham Freedom Glen Hart's Location Intervale Jackson Kearsarge Madison Melvin Village Mirror Lake Moultonborough Ossipee Sanbornville Sandwich Tamworth Tuftonboro Union Wakefield Wolfeboro	Amherst Antrim Bedford Bennington Brookline Deering Fracestown Goffstown Grasmere Greenfield Greenville	Barrington Dover Durham Farmington Gonic Lee Madbury Middleton Milton Milton Mills Rochester Rollinsford Salmon Falls Somersworth Strafford
Cheshire		Sullivan
Alstead Ashuelot Chesterfield Drewsville Dublin Fitzwilliam Gilsum Harrisville Hinsdale		Acworth

Jaffrey Keene Marlborough Marlow Munsonville Nelson Richmond Rindge Roxbury Spofford Stoddard Sullivan Surry Swanzy Troy Walpole Westmoreland Westport Winchester	Hancock Hillsborough Hollis Hudson Litchfield Lyndeborough Manchester Mason Merrimack Milford Mount Vernon Nashua New Boston New Ipswich Pelham Peterborough Reeds Ferry Sharon Temple Weare Wilton Windsor	Charlestown Claremont Cornish Croydon Georges Mills Goshen Grantham Guild Langdon Lempster Meriden Newport Plainfield South Acworth Springfield Sunapee Unity Washington
Coos	Merrimack	
? Berlin ? Bretton Woods ? Cambridge ? Carroll ? Cascade ? Clarksville ? Colebrook ? Columbia ? Crawford Notch ? Dalton ? Dixville Notch ? Dummer ? Errol ? Gorham ? Groveton ? Jefferson ? Lancaster ? Milan ? Millsfield ? Northumberland ? Pinkhams Notch ? Pittsburg ? Randolph ? Shelburne ? Stark ? Stewartstown ? Stratford ? Twin Mountain ? Wentworth Location ? Whitefield	Allenstown Andover Boscawen Bow Bradford Canterbury Chichester Concord Contoocook Danbury Dunbarton Elkins Epsom Franklin Gossville Henniker Hill Hooksett Hopkinton Loudon New London Newbury Northfield Pembroke Penacook Pittsfield Potter Place Salisbury Suncook Sutton Warner Webster Wilmot	

*JANUARY 22, 2004

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$$\frac{1}{2} = \frac{1}{2}$$

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3.4	60	1.5937	0.4781	(100ML)
4.5	24	0.8438	0.2531	
6.8	8	0.4250	0.1275	(200ML)
6.8	24	1.2750	0.3825	
7	24	1.3125	0.3938	
7	36	1.9687	0.5906	
7	48	2.6250	0.7875	
8	24	1.50	0.4500	
8	36	2.250	0.6750	
8	45	2.8125	0.8438	
8	48	3.00	0.9000	
8.5	24	1.5938	0.4781	(250ML)
9.3	24	1.7438	0.5231	
9.5	45	3.3398	1.0019	
10	24	1.8750	0.5625	
10.8	24	2.025	0.6075	
11	24	2.0625	0.6188	
11.1	24	2.0813	0.6244	
11.15	24	2.0906	0.6272	
11.2	24	2.10	0.6300	
11.4	24	2.1375	0.6413	
11.5	12	1.0781	0.3234	
11.5	24	2.1562	0.6469	
11.8	24	2.2125	0.6638	
12	6	0.5281	0.1688	(355ML)
12	12	1.1250	0.3375	
12	15	1.4063	0.4219	
12	16	1.5000	0.4500	
12	18	1.6875	0.5063	
12	20	1.875	0.5625	
12	24	2.250	0.6750	(355ML)
12	27	2.5313	0.7594	
12	28	2.6255	0.7875	
12	30	2.8125	0.8438	
12	36	3.3750	1.0125	
12	48	4.50	1.3500	
12	55	5.1563	1.5469	
12.7	12	1.1906	0.3572	(375ML)
12.7	24	2.3813	0.7144	

14.9	24	2.7938	0.8381		
14.9	30	3.4922	1.0477		
16	12	1.50	0.4500	(473ML)	PINT
16	15	1.875	0.5625		

.DATE 22 JAN 04 09:05:05 RID 15I 21 JAN 98 JHB
.CONTAINER CONVERSION TABLE (MANUAL) \$.30/GAL.EFFECTIVE 7/1/91
*JANUARY 22, 2004
*SIZE .PAK.FACTOR .TAX .ALT DESC

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*=====.

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16	16	2.00	0.6000	64.2	1	
0.5016		0.1505				
16	18	2.25	0.6750	64.2	2	
1.0031		0.3009				
16	20	2.50	0.7500	64.2	4	
2.0063		0.6019				
16	24	3.00	0.9000	67.328	1	
0.5260		0.1578				
16.9	12	1.5844	0.4753	67.6	1	
0.5281		0.1584 (2.0 L)				
16.9	16	2.1125	0.6338	67.6	3	
1.5844		0.4753				
16.9	20	2.6406	0.7922	67.6	4	
2.1125		0.6338				
16.9	24	3.1688	0.9506	67.6	6	
3.1688		0.9506				
18.5	12	1.7344	0.5203	67.6	8	
4.2250		1.2675				
18.6	12	1.7437	0.5231	67.6	192	
101.40		30.420				
18.6	20	2.9063	0.8719	101.4	1	
0.7922		0.2377 (3.0 L)				
18.7	12	1.7531	0.5259	128	3	3.00
0.9000 (3.78L)						
19.25	12	1.8047	0.5414	128	4	4.00
1.2000						
20	12	1.875	0.5625	135.2	4	
4.2250		1.2675 (4.0 L)				
20	15	2.3438	0.7031	169	1	
1.3203		0.3961 (5.0 L)				
20	24	3.7500	1.1250	169	2	
2.6406		0.7922				
20.3	12	1.9031	0.5709	169	4	
5.2812		1.5844				
21.4	12	2.0063	0.6019			
21.4	15	2.5078	0.7523			

FACTOR = SIZE X PAK

/ 128 OUNCES

21.6	12	2.0250	0.6075	TAX	= FACTOR X
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.30 PER GALLON TAX

22	12	2.0625	0.6188		
22	15	2.5781	0.7734		
22	16	2.75	0.8250		
22	20	3.4375	1.0313		
22	24	4.125	1.2375		
22.3	12	2.0906	0.6272		
23.7	12	2.2218	0.6665	(700ML)	
24	12	2.25	0.6750		
24	15	2.8125	0.8438		
24	20	3.75	1.1250		

24	24	4.50	1.3500	
25	12	2.3437	0.7031	
25.3	12	2.3719	0.7116	
25.4	6	1.1906	0.3572	(750ML)
25.4	12	2.3813	0.7144	(750ML)
25.4	15	2.9766	0.8930	(750ML)
26	6	1.2188	0.3656	
32	6	1.50	0.4500	(946ML) QUART
32	12	3.0	0.9000	
33.7	12	3.1594	0.9478	
33.8	6	1.5844	0.4753	
33.8	9	2.38	0.7140	
33.8	12	3.1687	0.9506	(1.0 L)
40	8	2.500	0.7500	
40	12	3.750	1.1250	
45	12	4.2188	1.2656	
46.5	4	1.4531	0.4359	
46.5	8	2.9063	0.8719	
49.03	6	2.2983	0.6895	(1.45L)
50.7	4	1.5844	0.4753	(1.5 L)
50.7	6	2.3766	0.7130	
50.7	12	4.7531	1.4259	
59.1745	6	2.7738	0.8321	(1.75L)
64	1	0.50	0.1500	(1.89L) 1/2 GALLON
64	6	3.00	0.9000	